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11 Counsel for Plaintiff, General Media Communications, Inc.

12 **IN THE UNITED STATES DISTRICT COURT**
13 **FOR THE DISTRICT OF NEVADA – SOUTHERN DIVISION**

14 GENERAL MEDIA
15 COMMUNICATIONS, INC., a New
16 York corporation,

17 Plaintiff,

18 v.

19 RUSSELL ROAD FOOD AND
20 BEVERAGE, LLC, a Nevada
21 corporation, BARRY ARFA and DOES
22 1-10, inclusive,

23 Defendants

Case Number: 2:09-cv-00980 RLH PAL

Hon. Roger L. Hunt

**STIPULATION FOR ENTRY OF A
CONSENT DECREE AND TO
DISMISS REMAINING CLAIMS**

24 COME NOW the parties to the above-captioned matter and enter this stipulated
25 request

- 26 1. That the court enter the consent decree filed herewith;

27 **Page 1**

28 **STIPULATION RE CONSENT DECREE**

Case Number 2:09-cv-00980-RLH-PAL

- 1 2. That the remaining claims be dismissed as to all defendants; and
2 3. That the court retain jurisdiction for the limited purpose of enforcing the
3 settlement agreement and consent decree.

4 So Stipulated:

5 Date: July 19, 2010.

6 CLYDE DeWITT
7 LAW OFFICES OF CLYDE DeWITT, APC

8
9 By: /s/ Clyde DeWitt
 Clyde DeWitt

10 Counsel for Plaintiff,
11 General Media Communications, Inc.

12 PUOY K. PREMSRIRUT
13 BROWN, BROWN & PREMSRIRUT

14 By: /s/ Puoy K. Premsrirut
15 Puoy K. Premsrirut

16 Counsel for Defendants,
17 Russell Road Food & Beverage, LLC and
18 Barry Arfa

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27 Page 2

28 STIPULATION RE CONSENT DECREE

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CONSENT DECREE

22 **Definitions**

- 23 1. The following are "Plaintiff's Registered Marks:"
- 24 2. The word mark. PENTHOUSE®, also referred to herein as the "Penthouse
25 Name."
- 26 3. The following, referred to herein as the "Penthouse Club Logo:"
- 27
- 28

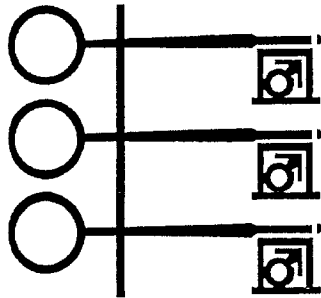


4. The Penthouse Name and the Penthouse Club Logo are referenced herein as “Plaintiff’s Registered Marks.”

5. The following are “Plaintiff’s Common-law Marks:”

6. The word mark THE PENTHOUSE CLUB;

7. The “Three-Key Logo,” which appears as follows:



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1 8. The "One-Key Logo," which appears as follows:



6 9. The word mark THE PENTHOUSE CLUB, the Three-Key Logo and the One-
7 Key Logo will be collectively referenced herein as "Plaintiff's Common Law Marks."

8 10. Plaintiff's Registered Marks and Plaintiff's Common Law Marks are
9 collectively referenced herein as "Plaintiff's Marks."

10 **Order**

11 11. Defendants and their officers, agents, servants, representatives, employees,
12 successors, affiliates, and assigns, and all those persons in active concert or participation with
13 all or any of them who receive notice of this Injunction, are hereby permanently enjoined and
14 restrained from:

15 i. using or knowingly authorizing any third party to use any trademark,
16 service mark, domain name, keyword, business name or trade name consisting in
17 whole or in part of any of the Plaintiff's Marks or from using any counterfeit, copy,
18 simulation, confusingly similar variation, or colorable imitation of the Plaintiff's
19 Marks in connection with any business, products, or services, without written
20 authorization of Plaintiff;

21 ii. imitating, copying or making any unauthorized use of any of the
22 Plaintiff's Marks, or any copy, simulation, variation or imitation thereof;

23 iii. making or displaying any statement or representation that is likely to
24 lead the public or the trade to believe that Defendants' goods or services are in any
25 manner associated or affiliated with or approved, endorsed, licensed, sponsored,
26 authorized or franchised by or are otherwise connected with Plaintiff and/or Plaintiff's
27 affiliated entities;

1 iv. using or knowingly authorizing any third party to use in connection with
2 the rendering, offering, advertising, or promotion of any goods or services, any false
3 description, false representation, or false designation of origin, or any marks, names,
4 words, symbols, or devices which falsely associate such goods or services with
5 Plaintiff and/or Plaintiff's affiliated entities or tend to do so;

6 v. registering or applying to register as a trademark, service mark, domain
7 name, trade name or other identifier any mark or name consisting of the Plaintiff's
8 Marks, or any other mark, name or domain name that infringes on or is likely to be
9 confused with the Plaintiff's Marks;

10 vi. engaging in any other activity constituting unfair competition with
11 Plaintiff and/or Plaintiff's affiliated entities, or constituting an infringement of the
12 Plaintiff's Marks, or Plaintiff's rights therein; and

13 vii. knowingly aiding, assisting or abetting any other party in doing any act
14 prohibited by sub-paragraphs (i) through (vi) above.

15 12. Defendants shall, pursuant to Section 36 of the Lanham Act, 15 U.S.C. § 1118,
16 deliver up for destruction all infringing parts, labels, signs, prints, packages, brochures,
17 flyers, wrappers, receptacles, advertisements, business cards, stationery, electronic materials
18 or other materials in their possession or custody and control that are within the United States
19 of America, its territories and possession, which depict the Plaintiff's Marks, by themselves
20 or in combination with other words, names, or phrases, or any other mark, word, name or
21 phrase so similar to the Plaintiff's Marks as to be likely to cause confusion, mistake, or
22 deception, and all means of making or affixing the same within fifteen (15) days from the
23 entry of this Injunction.

24 13. Defendants shall delete from their computer files, menus, hard drives, diskettes,
25 and backups and deliver up to Plaintiff all infringing materials incorporating or bearing any
26 trademark, trade name, or domain name that consists in whole or in part of the Plaintiff's
27 Marks, or any copies, simulations, variations, or colorable imitations thereof within fifteen
28 (15) days from the entry of this Injunction.

1 Approved as to form and content,

2 CLYDE DeWITT
3 LAW OFFICES OF CLYDE DeWITT, APC

4 By: /s/ Clyde DeWitt
5 Clyde DeWitt

6 Counsel for Plaintiff,
7 General Media Communications, Inc.

8 PUOY K. PREMSRIRUT
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